



## State Procurement Office

14th Floor Capitol Tower, 600 E Boulevard Ave Dept 012, Bismarck  
ND 58505-0310

A Division of the Office of Management & Budget

| Contract Information   |  |
|--|--|
| <b>Term Contract Name:</b>   | North Dakota Outdoors Magazine   |
| <b>Term Contract Number:</b>   | 069  |
| <b>Contract Period:</b>  | 05/01/2006 - 04/30/2007  |
| <b>Contract Administrator:</b>   | Dillys Bach  |
| <b>Phone Number:</b>   | 701-400-4589   |
| <b>Fax Number:</b>   | 701-328-1615   |
| Contractor Information   |  |
| <b>Contractor Name:</b>  | United Printing & Mailing<br>117 W Front Ave<br>PO Box 936<br>Bismarck, ND 58502 |
| <b>Service Representative:</b>   | Dwight Haase   |
| <b>Toll Free Telephone Number:</b>   | 800-437-8040   |
| <b>Telephone Number:</b>   | 701-223-0505   |
| <b>Fax Number:</b>   | 701-223-5571   |
| <b>Email Address:</b>  | <a href="mailto:dhaase@unitedprinting.com">dhaase@unitedprinting.com</a>         |
| <b>Freight Charges and Delivery:</b>   |  |
| <b>Freight/F.O. B.:</b> All freight is to be included in the price of the product unless otherwise specified in the solicitation. (f.o.b. means free on board).  |  |
| <b>Delivery:</b> The contractor shall make delivery of commodities ordered under this contract as follows:   |  |
| Delivery is required as follows: The Game and Fish Department will negotiate a schedule that ensures the magazine will be mailed, with some exceptions, within five business days before, or first two business days of the cover month. Example: The June 2006 issue would be mailed between May 24 <sup>th</sup> and June 2. |  |
| <b>Ordering and Billing Information:</b> State Game and Fish Dept. will issue all purchase orders. All billings are to be submitted to Game & Fish Dept.   |  |
| <b>Purchasing Cards:</b> The procuring agency may place orders by issuance of a purchase order or may elect to place an order and make payment using a purchasing card. The  |  |

contractor will accept a purchasing card without passing the processing fees for a purchase card back to the procuring agency.

**General Terms and Conditions:**

**Hold Harmless/Indemnification.** The contractor agrees to indemnify the state, its officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed, goods or rights to intellectual property provided or omissions of services or in any way resulting from the acts or omission of the contractor and/or its agents, employees, subcontractors or its representatives under this agreement, all to the extent of the contractors negligence.

**Inspection and Investigations.** The State reserves the right to conduct inspections and investigations related to the commodity or service bid and the vendor submitting the bid, including but not limited to the firm, its facility, personnel, qualifications, and the commodities or and services offered to make determinations regarding compliance with the bid requirements and responsibility of the vendor.

**Material and Workmanship.** All material and workmanship shall be subject to inspection and testing by the state either at: (1) the point of manufacturer, or; (2) place of storage, or; (3) upon receipt

**Negatives, Artboards or Disks.** When agencies furnish negatives, artboards or disks to a vendor, the vendor must return them before payment will be made. If changes are made to any of the negatives, artboards or disks, the new, updated negatives, artboards or disks must be returned to the agency before payment will be made. Disks must be returned in the same platform as furnished and must have the ability to be changed by the agency, if desired. All charges for these changes must be included in the bid price. The State of North Dakota shall remain all rights and privileges.

**Title.** Title to items ordered shall not pass to the state until the items are received and accepted by the state. The contractor shall be responsible for any loss prior to the actual receipt of the items by the state or its agent.

**Pricing and Tax Information:**

**Mailing and Handling:** The Outdoors mailing list will be provided by ND Game & Fish Dept. electronically. Addressing, sorting, bagging, and any other handling, including delivery to the post office, shall be provided by the successful vendor. Mailing addresses must be printed on the back side of the magazine. Postage paid by ND Game & Fish to include:

1. Filing fee for mailing permit change;
2. Computer program cost to change zip codes, etc.

**\*\*Due to current postal regulations the December calendar issue may be mailed at standard rate instead of typical periodical non profit rate. If the vendor is in a city other than Bismarck, the December magazine will be mailed under the vendor's bulk mail permit. In such case, the ND Game & Fish Dept. will prepay the vendor the postage costs for the December magazine upon receipt of an estimate supplied by the successful vendor.**

**Production Sample:** An assembled match color proof is required of the entire magazine for final approval before printing.

**Copy & Delivery:** ND Game and Fish Department's production representative will deliver disk-ready copy 10 times per year to the successful vendor for production, printing, and mailing.

**Pricing:**

| Item No.   | QTY    | Description     | Price   |
|--|--------|-----------------|---------|
| <b>Non Calendar Issues - 24 page (Inside Text)</b> |        |                 |         |
| 1.   | 30,000 | Base Price      | \$7750  |
| 2.   |        | +/- 1000 copies | \$175   |
| <b>Non Calendar Issues - 32 page (Inside Text)</b> |        |                 |         |
| 3.   | 30,000 | Base Price      | \$9395  |
| 4.   |        | +/- 1000 copies | \$250   |
| <b>Non Calendar Issues - 40 page (Inside Text)</b> |        |                 |         |
| 5.   | 30,000 | Base Price      | \$11695 |
| 6.   |        | +/- 1000 copies | \$325   |
| <b>Non Calendar Issues - 48 page (Inside Text)</b> |        |                 |         |
| 7.   | 30,000 | Base Price      | \$13500 |
| 8.   |        | +/- 1000 copies | \$425   |
| <b>Non Calendar Issues – Cover With Varnish</b>    |        |                 |         |
| 9.   | 30,000 | Base Price      | \$1795  |
| 10.  |        | +/- 1000 copies | \$75    |
| <b>Non Calendar Issues – Cover Without Varnish</b> |        |                 |         |
| 11.  | 30,000 | Base Price      | \$1795  |
| 12.  |        | +/- 1000 copies | \$75    |
| <b>Calendar Issue - 24 page (Inside Text)</b>      |        |                 |         |
| 14.  | 30,000 | Base Price      | \$8150  |
| 15.  |        | +/- 1000 copies | \$200   |
| <b>Calendar Issue – Cover With Varnish</b>         |        |                 |         |
| 16.  | 30,000 | Base Price      | \$2595  |
| 17.  |        | +/- 1000 copies | \$225   |
| <b>Calendar Issue – Cover Without Varnish</b>      |        |                 |         |
| 18.  | 30,000 | Base Price      | \$2595  |
| 19.  |        | +/- 1000 copies | \$225   |

|                                     |   |               |
|-------------------------------------|---|---------------|
| <b>Subscription Brochure Insert</b> |   |               |
| 20.                                 | Price per each ONLY   | \$.01 Each    |
| <b>Handling and Mailing</b>         |   |               |
| 21.                                 | Address labeling, handling and mailing. Per 1,000 pieces ONLY | \$30 per 1000 |
|                                     |   |               |

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